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Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Christopher W. Combs (SBN 148389) WYNNE SPIEGEL ITKIN, A Law Corporation 1901 Avenue of the Stars, Suite 1600 Los Angeles, CA 90067 Tel.: (310) 551-1015; Fax: (310) 551-3059		FOR COURT USE ONLY 01 MAY 15 PM 1:59 UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY		CASE NO. LA 01-23134 BB Chapter 11 (Jointly administered with Case Nos. LA 01-23137 BB and LA 01-23136 BB)
In re: ALESIS STUDIO ELECTRONICS, INC., a California corporation; ALESIS SEMICONDUCTOR CORPORATION, a California corporation; and ALESIS CORPORATION, a California corporation, Debtor(s).		

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: May 23, 2001	Time: 2:00 p.m.
Location: Courtroom "1475" - 255 East Temple St., Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private Last date to file objections: 5/18/01 by 5:00 p.m.

Description of Property to be Sold: Substantially all the assets of all three debtors.

Terms and Conditions of Sale: See attached Notice.

Proposed Sale Price: Approximately \$9.8 million, but see attached Notice.

Overbid Procedure (If Any): \$250,000 initial overbid plus approximately \$550,000 break-up fee, with \$100,000 subsequent overbids, but see attached Notice.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Christopher W. Combs, Esq.

WYNNE SPIEGEL ITKIN, A Law Corporation

1901 Avenue of the Stars, Suite 1600

Los Angeles, CA 90067

Tel.: (310) 551-1015; Fax: (310) 551-3059

Date: May 15, 2001

BENNETT L. SPIEGEL (SBN 129558)
CHRISTOPHER W. COMBS (SBN 148389)
WYNNE SPIEGEL ITKIN, A Law Corporation
1901 Avenue of the Stars, 16th Floor
Los Angeles, California 90067

Telephone: (310) 551-1015
Facsimile: (310) 551-3059

Proposed Attorneys for Debtors in Possession
Alesis Studio Electronics, Inc.,
Alesis Semiconductor Corporation, and
Alesis Corporation

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

ALESIS STUDIO ELECTRONICS, INC., a
California corporation; ALESIS
SEMICONDUCTOR CORPORATION, a
California corporation; and ALESIS
CORPORATION, a California corporation,

Debtors.

Case No. LA 01-23134 BB

Chapter 11

(Jointly Administered with Case Nos.
LA 01-23137 BB and LA 01-23136 BB)

**NOTICE OF (1) AUCTION AND FINAL
HEARING ON SALE OF
SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS FREE AND CLEAR
OF LIENS, CLAIMS, AND INTERESTS
PURSUANT TO BANKRUPTCY CODE
SECTION 363(f) AND
(2) ESTABLISHMENT OF OVERBID
PROCEDURES**

Date: May 23, 2001
Time: 2:00 p.m.
Place: Courtroom 1475
255 East Temple Street
Los Angeles, CA 90012

**TO THE UNITED STATES TRUSTEE; CREDITORS; EQUITY SECURITY HOLDERS;
PARTIES TO THE DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED
LEASES; POTENTIAL BIDDERS WITH RESPECT TO THE DEBTORS' ASSETS;
PARTIES REQUESTING SPECIAL NOTICE; AND PARTIES IN INTEREST:**

PLEASE TAKE NOTICE that the Court has entered its Order
(1) Approving Overbid Procedures and Secured Administrative Claim for Good Faith
Deposit Released to the Debtors, and (2) Setting Hearing Date and Notice for Final
Hearing on Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims,
and Interests Pursuant to Bankruptcy Code Section 363(f) (the "Sale Procedures
Order") approving the Debtors' Notice of Emergency Motion and Emergency Motion For
(1) Interim Hearing and Order Approving Overbid Procedures and Setting Hearing Date
and Notice for Final Hearing on Sale of Substantially All of Debtors' Assets Free and

1 *Clear of Liens, Claims, and Interests Pursuant to Bankruptcy Code Section 363(f); and*
2 *(2) Order Authorizing Debtors to Sell Assets Free and Clear of Liens, Claims, and*
3 *Interests Pursuant to Bankruptcy Code Section 363(f) at Final Hearing (the "Motion")*
4 filed by Alesis Studio Electronics, Inc. ("Alesis"), Alesis Semiconductor Corporation, and
5 Alesis Corporation (collectively, the "Debtors"). Pursuant to the Sale Procedures Order,
6 the Court has

7 (i) established a final hearing date regarding the proposed sale of
8 substantially all of the Debtors' assets (the "Assets") pursuant to a certain Letter
9 Agreement between the Debtors and the proposed purchaser, Alesis Distribution, Inc.
10 ("ADI") as modified by the parties at hearings held on May 4, 2001 and May 9, 2001
11 (the "Letter Agreement"), and

12 (ii) established overbid procedures with respect to such sale (the "Overbid
13 Procedures").

14 **PLEASE TAKE FURTHER NOTICE** that, due to dire economic
15 circumstances, it is the Debtors' business judgment that they have no alternative but to
16 liquidate substantially all of the property of their estates. Moreover, the Assets are
17 declining in value, making an immediate sale of paramount importance. The Letter
18 Agreement is the result of arms'-length negotiations, and the Debtors believe that the
19 Purchase Price is reasonable and in the best interests of the estates, and will preserve
20 the going concern value of their businesses for the benefit of all parties in interest.

21 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Letter
22 Agreement, ADI's purchase price for the Assets ("Purchase Price") will be (a) the
23 assumption of the secured debt owed by Debtors to Bank of America Business Credit
24 ("BABC" or the "Bank") in existence as of the closing date on terms mutually acceptable
25 to BABC and ADI (the balance of which was approximately \$7.5 million on the date of
26 the Debtors' bankruptcy filing); (b) ADI's good-faith deposit of \$500,000; (c) additional
27 cash consideration at closing of up to \$250,000 in the amount of the then unpaid
28 administrative expenses for legal counsel, accountants and other professionals
engaged by the Debtors or their bankruptcy estates, which expenses must be approved
by the Bankruptcy Court, less the portion of the 15% Distribution Fee (as defined in the
Letter Agreement) to be paid to Alesis at closing ("Cash Administrative Expenses"); and
(d) a promissory note, which will be secured by a security interest in substantially all of
the Assets to be acquired by ADI, junior only to the security interest held by BABC, in
the principal amount of \$1,800,000 less the Cash Administrative Expenses, under which
promissory note monthly payments will be made equal to interest only at the rate of 7%
per annum for 12 months, with the entire balance then unpaid to be paid 12 months
after the closing date. In addition, ADI will cure, in cash, any defaults under the Debtors'
executory contracts and unexpired leases to be assumed and assigned to ADI.

21 **PLEASE TAKE FURTHER NOTICE** that, on May 14, 2001, the Debtors
22 will file with the Court their Schedules of Assets and Liabilities, which will include a list of
23 the Debtors' assets, which will be sold to ADI or to a successful overbidder except as
24 set forth herein. The Debtors' Schedules of Assets and Liabilities will be available on
25 file in the Bankruptcy Court and will also be available to potential overbidders in the due
26 diligence data room described below. The Assets will not include claims or causes of
27 action (such as avoiding powers of action under Bankruptcy Code sections 544-553),
28 other than (i) pursuant to Assumed Contracts (as defined below), (ii) for the
enforcement or defense of any Intellectual Property (as defined in the Letter
Agreement), and (iii) for recovery of any accounts receivable.

21 **PLEASE TAKE FURTHER NOTICE** that, no later than May 15, 2001, the
22 Debtors or ADI will file with the Court a declaration under penalty of perjury setting forth
23 the representations and warranties that the Debtors and Barr propose to give ADI in
24 connection with the closing of the Debtors' proposed sale to ADI. By May 21, 2001, ADI
25 will file with the Court a declaration under penalty of perjury setting forth its best good-
26 faith estimate of its reasonable and actual out-of-pocket costs incurred in connection

1 with its proposed acquisition of the Assets, for purposes of determining the Breakup
2 Amount as defined below. Any party wishing to review these documents should request
copies from the Debtors' bankruptcy counsel, whose name and address appear in the
top left corner of the first page of this Notice.

3 **PLEASE TAKE FURTHER NOTICE** that the Debtors have established
4 and opened a due diligence data room into which the Debtors will place substantially all
5 of the information requested of Debtors by ADI to the extent such information is
6 available to the Debtors. Substantial material is already in the data room, and additional
material is being added daily. Before being authorized to review (or, in ADI's case, to
review further) the information in the due diligence data room, ADI and all overbidders
must enter into a Non-Disclosure Agreement with the Debtors in the form approved by
the Court in the Sale Procedures Order.

7 **PLEASE TAKE FURTHER NOTICE** that the Purchase Price set forth in
8 the Letter Agreement is subject to higher and better bids. An auction to sell the Assets
9 under the Overbid Procedures set forth below (the "Auction") and a hearing to consider
10 the sale of the Assets to the party determined to be the winning bidder at the Auction
11 (and to identify back-up purchasers in the event the party determined to be the winning
bidder at the Auction does not ultimately buy the Assets) shall be held at 2:00 p.m. on
May 23, 2001 in Courtroom 1475, Edward R. Roybal Federal Building, 255 East Temple
Street, Los Angeles, California 90012, before the Honorable Sheri A. Bluebond, United
States Bankruptcy Judge. A copy of the Motion has been served on all parties
requesting special notice in these cases and certain other parties specified by the Court.
12 If you have not requested special notice in these cases, or for any reason have not
13 received a copy of the Motion, the Letter Agreement or the Sale Procedures Order and
would like to obtain a copy of these or any other documents, please contact the Debtors'
reorganization counsel:

14 WYNNE SPIEGEL ITKIN, A Law Corporation
15 Attn: Bennett L. Spiegel, Esq.
16 1901 Avenue of the Stars, 16th Floor
Los Angeles, California 90067
Telephone: (310) 551-1015
17 Facsimile: (310) 551-3059

18 **PLEASE TAKE FURTHER NOTICE** that any response to the Debtors'
19 proposed sale of their assets and their proposed assumption and assignment to ADI or
a successful overbidder of their executory contracts and unexpired leases (a
"Response") must be in writing, shall set forth the name of the objector, the nature and
20 amount of any claims or interests held or asserted against the Debtors' estates or
Assets, the basis for the objection and the specific grounds therefor, and shall be filed
21 with the Bankruptcy Court together with proof of service, and served upon each of the
following, so as to be actually received before 5:00 p.m. on May 18, 2001: (1) Wynne
22 Spiegel Itkin, A Law Corporation, 1901 Avenue of the Stars, 16th Floor, Los Angeles,
California 90067, fax (310) 551-3059, attention Bennett L. Spiegel, bankruptcy attorneys
23 for Debtors; (2) Morrison & Foerster, 425 Market Street, San Francisco, California
94105, fax (415) 268-7522, attention Stafford Matthews, corporate attorneys for
24 Debtors; (3) Akin, Gump, Strauss, Hauer & Feld, LLP, 2029 Century Park East, Suite
2600, Los Angeles, California 90067, fax (310) 552-6707, attention Jeffrey C. Krause,
attorneys for ADI; (4) Latham & Watkins, 633 West 5th Street, Suite 4000, Los Angeles,
25 California 90071, fax (213) 891-8763, attention Jonathan Shenson, attorneys for Bank;
(5) Greenberg & Bass, 16000 Ventura Boulevard, Suite 1000, Encino, California 91436,
26 fax (818) 986-6534, attention Robert Bass, bankruptcy attorneys for certain unsecured
creditors; (6) Greenberg, Glusker, Fields, Claman Machtinger & Kinsella LLP, 1900
27 Avenue Of The Stars, Suite 2100, Los Angeles, California 90067, fax (310) 553-0687,
attention Jeffrey A. Krieger, attorneys for Roland Corporation; and (7) Office of the
28 United States Trustee, 221 North Figueroa Street, Suite 800, Los Angeles, California
90012, fax (213) 894-2603, attention Joseph E. Caceres. Pursuant to the Sale
Procedures Order, the failure to timely file and serve a Response may be deemed by

1 the Court to be a consent to the granting of the relief requested in the Motion. Any party
2 that wishes to reply to any such Response must file with the United States Bankruptcy
3 Court and serve on the objecting party, with a courtesy copy to the chambers of the
4 Honorable Sheri A. Bluebond, a written reply so that it is actually received by noon on
5 May 22, 2001.

6 **PLEASE TAKE FURTHER NOTICE THAT, PURSUANT TO THE TERMS**
7 **OF THE LETTER AGREEMENT, EXECUTORY CONTRACTS AND UNEXPIRED**
8 **LEASES TO WHICH ANY OR ALL OF THE DEBTORS ARE A PARTY MAY BE**
9 **ASSUMED AND ASSIGNED TO ADI OR ANY OVERBIDDER, IN THE SOLE AND**
10 **ABSOLUTE DISCRETION OF ADI OR ANY OVERBIDDER (SUCH EXECUTORY**
11 **CONTRACTS AND UNEXPIRED LEASES AS ADI OR ANY OVERBIDDER MAY**
12 **ELECT TO HAVE ASSUMED AND ASSIGNED TO ADI OR ANY OVERBIDDER ARE**
13 **REFERRED TO HEREINAFTER AS THE "ASSUMED CONTRACTS"). ALL**
14 **ARREARAGES UNDER THE ASSUMED CONTRACTS ACCRUED AS OF THEIR**
15 **ASSUMPTION AND ASSIGNMENT ("ARREARAGES") WILL BE CURED BY ADI OR**
16 **ANY OVERBIDDER, IN THE AMOUNTS DETERMINED BY THIS COURT, AND ADI**
17 **OR ANY OVERBIDDER WILL ASSUME ALL LIABILITIES AND OBLIGATIONS**
18 **UNDER SUCH ASSUMED CONTRACTS. ACCORDINGLY, TO THE EXTENT THAT**
19 **A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE EITHER**
20 **(i) CONTENDS THERE EXIST ARREARAGES WITH RESPECT TO ANY**
21 **EXECUTORY CONTRACT OR UNEXPIRED LEASE, OR (ii) BELIEVES THAT AN**
22 **ASSUMPTION AND ASSIGNMENT OF ANY EXECUTORY CONTRACT OR**
23 **UNEXPIRED LEASE TO ADI OR ANY OVERBIDDER WILL NOT PROVIDE THE**
24 **PARTY WITH "ADEQUATE ASSURANCE OF FUTURE PERFORMANCE" WITHIN**
25 **THE MEANING OF BANKRUPTCY CODE SECTION 365(b), SUCH PARTY MUST**
26 **FILE A TIMELY, WRITTEN RESPONSE TO THE MOTION (IN ACCORDANCE WITH**
27 **THE PRECEDING PARAGRAPH) SETTING FORTH (x) THE AMOUNT IT BELIEVES**
28 **NECESSARY TO CURE ALL ARREARAGES UNDER ITS EXECUTORY**
CONTRACTS AND/OR (y) THE GROUNDS FOR ITS ASSERTION THAT ADEQUATE
ASSURANCE OF FUTURE PERFORMANCE IS LACKING. FAILURE TO TIMELY
FILE AND SERVE SUCH A RESPONSE MAY BE DEEMED BY THE COURT TO BE
A CONSENT TO THE GRANTING OF THE RELIEF REQUESTED IN THE MOTION.
ON MAY 14, 2001, THE DEBTORS WILL FILE WITH THE COURT THEIR
SCHEDULES OF ASSETS AND LIABILITIES, WHICH WILL INCLUDE A LIST OF
THE DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES. THE
DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES, TOGETHER WITH A
LISTING OF THE ARREARAGES, WILL BE AVAILABLE TO POTENTIAL
OVERBIDDERS IN THE DUE DILIGENCE DATA ROOM DESCRIBED ABOVE. ANY
PARTY THAT WISHES TO OBTAIN A COPY OF THE LISTING OF THE
ARREARAGES MAY REQUEST SUCH COPY FROM THE DEBTORS'
BANKRUPTCY COUNSEL, WHOSE NAME AND ADDRESS APPEAR IN THE TOP
LEFT CORNER OF THE FIRST PAGE OF THIS NOTICE.

21 **PLEASE TAKE FURTHER NOTICE** that any prospective bidder desiring
22 to submit a competing bid must comply with the provisions of the Sale Procedures
23 Order, which are summarized as follows:

24 **A. Break-Up Fee.**

25 To compensate ADI for the time, effort, expenses, and risk that it has
26 incurred and will incur in negotiating, documenting, and seeking to consummate the
27 sale transaction pursuant to the terms of the Letter Agreement, if the Letter Agreement
28 is terminated as a result of the Court's approval of a sale of the Assets to a third party,
the Debtors will pay to ADI a break-up fee of \$300,000. The Debtors will also reimburse
ADI its reasonable and actual out-of-pocket costs incurred in connection with its
proposed acquisition of the Assets in such amount as will be fixed by the Court not to
exceed \$250,000 (the sum of these amounts shall be the "Breakup Amount").

1 **B. Minimum Overbid.**

2 If a third party bids for the Assets at the Sale Hearing, the minimum initial
3 overbid at the Auction shall be on substantially the same terms and conditions (other
4 than as to price and the distribution agreement) as those contained in the Letter
5 Agreement and shall be equal to the Purchase Price, plus (a) the Breakup Amount, plus
6 (b) the sum of \$250,000. The minimum incremental overbids thereafter shall be
\$100,000. The minimum cash portion of the proposed purchase price of any overbidder
must be \$750,000 plus the Breakup Amount. In addition, any overbidder must cure, in
cash, any defaults under the Debtors' executory contracts and unexpired leases to be
assumed and assigned to that overbidder.

7 **C. Qualified Overbidder.**

8 To qualify to bid, any bidder other than ADI must, no later than May 21,
9 2001, submit in writing the amount and terms of its initial overbid to the Debtors'
10 bankruptcy counsel, whose name and address appear in the top left corner of the first
11 page of this Notice, and, if applicable, a description of the way in which its bid is
12 different from ADI's bid and must bring to the Auction a cashier's check in the amount of
13 \$500,000 payable to "Alesis Studio Electronics, Inc., Debtor in Possession". Moreover,
no later than May 21, 2001, ADI and all prospective overbidders must file with the Court
and provide the Debtors' bankruptcy counsel with all financial and any other information
necessary to demonstrate (i) that they are reasonably likely to be able to fund or finance
the purchase of the Assets and (ii) that all non-debtor parties to the Assumed Contracts
will have adequate assurance of future performance by ADI or, as the case may be, a
successful overbidder under the Assumed Contracts.

14 **D. Matching Rights.**

15 In the event that a third party presents a qualifying overbid greater than
16 ADI's offer for the Assets, ADI shall have a right to match any overbid by bidding an
amount equal to the amount bid by any other bidder, less the Breakup Amount, subject
to further overbids by any qualified bidder.

17 **PLEASE TAKE FURTHER NOTICE** that, if this Court approves a sale of
18 the Assets to a third party other than ADI, the Debtors will immediately upon closing of
the alternative sale pay to ADI the Breakup Amount and the Good Faith Deposit Claim
19 from the cash portion of any purchase price paid by any such alternative buyer, except
that, with respect to ADI's reasonable and actual out-of-pocket costs incurred in
20 connection with its proposed acquisition of the Assets not to exceed \$250,000, such
third party shall provide a deposit upon closing in an amount equal to the costs estimate
21 that ADI is to file with the Court on May 21, 2001, as provided above, which amount
shall not actually be paid to ADI until the later of the closing of the alternative sale and a
22 determination by this Court of the actual amount of ADI's reasonable and actual out-of-
pocket costs. ADI's claims for the Breakup Amount and for the Good Faith Deposit
Claim shall be chapter 11 administrative priority claims that are (a) secured by a
23 security interest in the Assets, (b) subordinate to all existing liens except the security
interest of Keith Barr, and (c) immediately senior to any such security interest of Keith
24 Barr.

25 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Letter
26 Agreement, ADI and Alesis have implemented a distribution agreement under which
ADI shall buy \$1,000,000 of Alesis finished goods inventory, to be identified by mutual
27 agreement between Alesis and ADI, at manufactured cost from any combination of
Alesis and Alesis's third-party suppliers, in such a way as to maintain Alesis's
28 relationships with its suppliers and customers so as to ensure that ADI does not gain a
competitive advantage over any possible overbidder for the Assets by virtue of the
distribution agreement. If ADI does not purchase the Debtors' assets because it is

1 outbid, the successful overbidder will have the option of buying at ADI's purchase price
2 all inventory that ADI bought under the distribution agreement that has not then been
3 resold and is not yet subject to a binding contract for resale, or of allowing and/or
4 licensing ADI to sell all such inventory that has been bought by ADI but has not then
5 been resold and is not yet subject to a binding contract for resale, and receiving the
6 15% distribution fee that otherwise would have been payable to the Debtors on ADI's
7 sale of such goods.

8 **PLEASE TAKE FURTHER NOTICE** that Bank is not obligated to provide
9 financing to any overbidder. Any overbidder wishing to discuss the possibility of
10 obtaining financing from Bank should contact Todd Eggertsen, Assistant Vice President,
11 Business Credit, Bank of America Commercial Finance, telephone (626) 578-6093,
12 facsimile (626) 229-4072, **as soon as possible**.

13 **PLEASE TAKE FURTHER NOTICE** that the sale of the Assets shall be
14 free and clear of all identified liens, claims, and interests pursuant to Bankruptcy Code
15 section 363(f), with the liens to attach to the proceeds of sale. The sale will be free and
16 clear of the liens securing the claims of BABC (although if ADI is the successful bidder,
17 and reaches agreement with BABC, it will grant BABC a new security interest in the
18 Assets securing its loans from BABC), ADI, and Keith Barr, as well as all other lien
19 claimants that receive notice of the proposed sale. The liens of such creditors shall
20 attach to the sale proceeds with the same validity, priority, force, and effect, if any, that
21 they currently have on the Assets.

22 **PLEASE TAKE FURTHER NOTICE** that the Court, at or before the Sale
23 Hearing, may impose such other additional terms and conditions as it determines to be
24 in the best interests of creditors and the estates.

25 DATED: May 11, 2001

26 Respectfully submitted,

27 ALESIS STUDIO ELECTRONICS, INC.
28 ALESIS SEMICONDUCTOR CORPORATION
AND ALESIS CORPORATION

By: 

BENNETT L. SPIEGEL
CHRISTOPHER W. COMBS
WYNNE SPIEGEL ITKIN
A Law Corporation
Proposed Attorneys for Debtors in
Possession, Alesis Studio Electronics, Inc.,
Alesis Semiconductor Corporation, and
Alesis Corporation

DECLARATION OF SERVICE

I am over the age of eighteen years and not a party to the within action. I am employed in an office that employs a member of the bar of this Court, at whose direction the within service was made. My business address is WYNNE SPIEGEL ITKIN, A Law Corporation, 1901 Avenue of the Stars, Suite 1600, Los Angeles, California 90067.

On May 15, 2001, I served the following **NOTICE OF SALE OF ESTATE REAL PROPERTY** on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes addressed as follows:

United States Trustee
Attn.: JOSEPH CACERES, Esq.
Office of the United States Trustee
221 North Figueroa Street, Suite 800
Los Angeles, CA 90012

The above-described pleading was transmitted to the indicated parties set forth above in the manner described below:

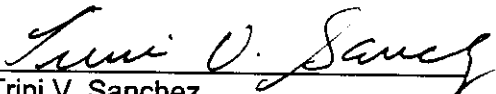
XXXXBy United States mail.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 15, 2001, at Los Angeles, California.

I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.


Trini V. Sanchez